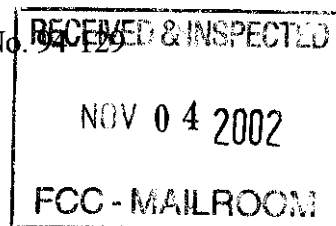


Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, DC 20554

In the Matter of )  
)  
Implementation of the Subscriber Charges )  
Provisions of the Telecommunications Act )  
of 1996 )  
)  
In the Matter of 2000 Biennial Review – )  
Review of Policies and Rules Concerning )  
Unauthorized Changes of Consumers Long )  
Distance Carriers; Implementation of Subscriber )  
Carrier Selection Changes Provisions of the )  
Telecommunications Act of 1996; Policy and )  
Rules Concerning Unauthorized Changes of )  
Consumers Long Distance Carrier )

CC Docket No. 00-129



CC Docket No. 00-257

**SUPRA'S NOTICE OF VOLUNTARY BANKRUPTCY  
AND AUTOMATIC STAY**

Supra Telecommunications & Information Systems, Inc. ("Supra") here files and serves this NOTICE OF VOLUNTARY BANKRUPTCY AND AUTOMTIC STAY; and states that on Wednesday, October 23, 2002, Supra filed a voluntary petition for reorganization under Chapter 11 of the United States Bankruptcy Code, in the United States Bankruptcy Court for Southern District of Florida, Case No. 02-41250-BKC-RAM. Pursuant to 11 U.S.C. 362, the instant docket which was filed by BellSouth as an effort to collect upon an alleged debt, has been stayed until further notice.

In furtherance of the foregoing, BellSouth admits' that it instituted the threat to discontinue service to all of Supra's end use customers solely based upon its claim that Supra

<sup>1</sup> See BellSouth's Expedited Petition for Waiver pgs. 5-6: "Because of Supra's failure to pay undisputed amounts owed to BellSouth . . . Supra's end users will lose service unless BellSouth is permitted to implement its Service Continuity Tariff and continue to provide end users with service on a temporary basis while the end users obtain a new carrier." (Emphasis added). BellSouth explicitly told the Florida Public Service Commission ("FPSC") that it intended to disconnect all of Supra's customers with or without the requested waivers from the FPSC.

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allegedly refuses to pay undisputed bills under the parties' present interconnection agreement. At the time of BellSouth's filing of its Expedited Petition for Waiver, Supra was and remains in complete compliance with all of its obligations under the parties' present agreement. Significantly, BellSouth claims that Supra has failed to pay undisputed amounts under its August bill.<sup>2</sup> Services provided under the August bill were from July 20, 2002 to August 19, 2002. At the earliest, the present agreement became effective on August 16, 2002, as previously argued to the FCC by the Florida Public Service Commission ("FPSC") in a recent filing.<sup>3</sup> At the latest, the present agreement became effective on August 22, 2002, when it was approved by the FPSC. This is important since the prior agreement requires mandatory commercial arbitration for all disputes arising thereunder, and does not give BellSouth the right to take any of the actions sought herein. Thus most, if not all of the amounts BellSouth claims is due (which is vigorously disputed), arises under a prior agreement which requires mandatory arbitration and which specifically precludes BellSouth from discontinuing service to Supra or otherwise taking any of the actions currently being taken by BellSouth. All of the above information is not included in BellSouth's Petition.

BellSouth, in its instant Petition, also fails to address with any specificity how or why Supra is in violation of Attachment 6, Section 17.2.2 and Section 15. BellSouth makes a faint reference to Section 17.2.2 of Attachment 6 under the parties' present agreement as its authority for discontinuing service. This provision reads as follows:

If payment of undisputed amounts is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Supra

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<sup>2</sup> See BellSouth's Petition For Implementation of Emergency Service Continuity Tariff and Emergency Rule Waiver, filed with the Florida Public Service Commission ("FPSC") at pgs. 1-2.

<sup>3</sup> See Comments filed by the **FPSC** before the Federal Communications Commission in WC Docket No. 02-238, where Richard Bellak (FPSC Assistant General Counsel) states: "Now that the follow-on agreement has become effective as of August 16, 2002, the prior agreement no longer has any force or effect." This new agreement was subsequently approved by the FPSC on August 22, 2002." (Emphasis added).

Telecom, that additional applications for service will be refused and that any pending orders for service will not be completed if payment of undisputed amounts is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give thirty days notice to the person designated by Supra Telecom to receive notices of noncompliance, and discontinue the provision of existing services to Supra Telecom at any time thereafter.

No undisputed amounts remain outstanding under the parties' present agreement so this provision is inapplicable. Furthermore, BellSouth also fails to identify Section 1.3 of the GT&C of the Present Agreement which provides that "BellSouth shall **not** discontinue Services and Elements provided hereunder **without the prior written consent of Supra Telecom**". (Emphasis added). Supra has not consented to the discontinuance of any Services or Elements.

Additionally, Section 15 of Attachment 6 to the Present Agreement is entitled Billing Disputes. Section 15.1 provides in part "[i]n the event of a billing dispute, the parties will endeavor to resolve the dispute within sixty (60) calendar days of the dispute notification date." Section 15.2 provides in part "[i]f the issues are not resolved within the allocated time frame, each of the parties shall appoint a designated representative who has authority to settle the dispute". Section 15.3 provides "[i]f the Parties are unable to resolve issues related to the disputed amounts within forty-five (45) days after the parties' appointment of designated representatives, the dispute will be resolved in accordance with the dispute resolution procedure set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by reference." Under Section 15.2 the parties have not yet appointed designated representatives with authority to settle the dispute pursuant to Section 15.3. Accordingly, the dispute resolution procedures set forth in this Agreement have not been followed by BellSouth.

Given the foregoing, BellSouth is foreclosed from terminating service in the absence of demonstrating by competent substantial evidence in an appropriate judicial forum that Supra has

failed to pay undisputed amounts, if any, arising after the effective date of the parties' present agreement. The facts demonstrate that there are no undisputed amounts which have arisen after the effective date of the parties' present agreement.

Despite the lack of proof to substantiate BellSouth's claim, on October 21, 2002, within hours of receiving BellSouth's Petition for Waiver, Michael A. Palecki,<sup>4</sup> Commissioner of the FPSC, sitting in the capacity of a Prehearing Officer issued Order No. PSC-02-1454-PCO-TL. In this Order Commissioner Palecki did correctly characterize all of BellSouth's claims in its Petition as mere "allegations." Notwithstanding this correct legal conclusion, Commission Palecki nevertheless ordered that BellSouth was entitled to a waiver of Section 364.24(2), Florida Statutes and Rule 25-4.118, Florida Administrative Code. Supra was not afforded an opportunity to file a response to BellSouth's mere allegations in this Petition and its Request for Waiver. The waiver granted BellSouth access to Supra's customer record information so that BellSouth could begin to program its automated voice mail recordings with Supra customer telephone numbers. The waiver included the approval of a script that BellSouth intended on sending to every Supra customer immediately. The script reads in part:

"Fourteen days from today, service provided by Supra will be interrupted due to Supra's failure to pay for services provided to it by BellSouth and YOU will not be able to make or receive normal calls." (Bold added for emphasis).

Ironically, this libelous and defamatory statement was approved by Commissioner Palecki despite the Commissioner's explicit finding that: "This Order . . . shall in no way be construed as a determination that sufficient circumstances exist to justify full implementation of BellSouth's Emergency Service Continuity Plan." (Emphasis added)

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<sup>4</sup> Commissioner Michael A. Palecki was appointed by Governor Jeb Bush on November 20, 2000 to complete a term ending in January 2003. Commissioner Palecki was not reappointed to a full four (4) year term which would have run from January 1, 2003 through December 31, 2006. Commissioner Palecki's last day in office will be December 31, 2002.

BellSouth's self-help actions in both misinforming the public and directly contacting Supra's customers regarding a libelous and defamatory claim, has been causing and will continue to cause Supra to be irreparably harmed. The harm, loss and damage is simply incalculable.

Supra, to protect itself and its customers, has been forced to file for protection under Chapter 11 of the United States Bankruptcy Code. This filing prevents BellSouth from continuing to threaten to disconnect Supra's customers in its attempt to collect an alleged unpaid debt. Accordingly, pursuant to 11 U.S.C. 362, the instant docket which was filed by BellSouth in order to obtain additional waivers in furtherance of its efforts to collect upon an alleged debt, has been stayed until further notice.

Respectfully submitted,

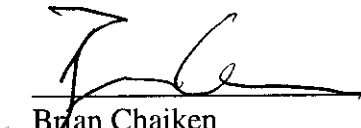
SUPRA TELECOMMUNICATIONS &  
INFORMATION SYSTEMS, INC.

2620 S.W. 27<sup>th</sup> Avenue

Miami, FL 33133

Telephone: 305.476.4248

Facsimile: 305.443.9516

  
\_\_\_\_\_  
Brian Chaiken  
General Counsel

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via U.S.

Mail and/or Federal Express this 28<sup>th</sup> day of October 2002 to the following:

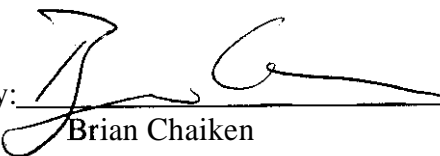
Stephen L. Earnest, Esq.  
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By: \_\_\_\_\_

  
Brian Chaiken